



CONTRA COSTA
MENTAL HEALTH COMMISSION

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MENTAL HEALTH
COMMISSION

1340 Arnold Drive, Suite 200
Martinez, CA 94553

Ph (925)957-2619

Fax (925)957-2624

cchealth.org/mentalhealth/mhc

**Mental Health Commission
Quality of Care Committee Meeting
Thursday, August 17, 2023, 3:30-5:00 pm**

This Meeting will be held in person and via Zoom 'Hybrid'

VIA: Zoom Teleconference: <https://zoom.us/j/5437776481>

Meeting number: 543 777 6481 | Join by phone: 1 669 900 6833 US | Access code: 543 777 6481

In Person: 1340 Arnold Drive, Suite 126, Martinez, CA 94553

AGENDA

I. Call to order/Introductions

II. Public comments

In accordance with the **Brown Act**, if a member of the public addresses an item not on the agenda, no response, discussion, or action on the item will occur, except for the purpose of clarification.

III. Commissioner comments

IV. Chair comments

V. APPROVE minutes from July 20th, 2023, Quality of Care meeting

VI. REVIEW and DISCUSS Student Behavioral Health Incentive Program (SBHIP) June, 2023 Contra Costa County SBHIP Bi-Quarterly Reports for IT Enhancement Project, Substance Use Disorder (SUD) Project, Culturally Appropriate and Targeted Populations Project, Behavioral Health & Wellness Programs, and Care Team Project

VII. DEVELOP action plan for evaluating SBHIP metrics and projects

*Please see July 20th meeting minutes (Agenda Item #VI Discussion with Robert Auman)

VIII. REVIEW Behavioral Health Services (BHS) contract with San Vicente High School for Behavioral Health Services

IX. Adjourn

ATTACHMENTS:

- A. SBHIP Bi-Quarterly Report for IT Enhancement, June 2023
- B. SBHIP Bi-Quarterly Report for Substance Use Disorder (SUD), June 2023
- C. SBHIP Bi-Quarterly Report for Culturally Appropriate and Targeted Populations, June 2023
- D. SBHIP Bi-Quarterly Report for Behavioral Health Wellness, June 2023
- E. SBHIP Bi-Quarterly Report for Care Team, June 2023
- F. BHS Contract with San Vicente High School for Behavioral Health Services

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Executive Assistant to a majority of the members of the Mental Health Commission less than 96 hours prior to that meeting are available for public inspection at 1340 Arnold Drive, Suite 200, Martinez, CA 94553, during normal business hours.

The Contra Costa County Mental Health Commission is appointed by the Board of Supervisors to advise them on all matters related to the county's mental health system, in accordance with mandates set forth in the California State Welfare & Institutions Code, Sections 5604 (a)(1)-5605.5. Any comments or recommendations made by the Mental Health Commission or its individual members do not represent the official position of the county or any of its officers. The Commission is pleased to make special accommodations, if needed, please call ahead at (925) 313-9553 to arrange.





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Mental Health Commission (MHC) Public Meeting Protocol Information

CONDUCT AGREEMENT

The input of all participants in the meeting is highly valued. In order for all voices to be expressed in a productive, safe and respectful environment, the following set of self-governance guides are asked of all participants:

- 1. We are committed to honoring people's time. Please help us by being on time, asking questions, speaking to the topic at hand, and allowing for others to speak.**
- 2. Please keep yourself on mute unless you are speaking. **(see email, keep on mute)***
- 3. Wait to be recognized, before commenting and keep your comments direct and brief.**
- 4. It is okay to disagree, as different perspectives are welcomed and encouraged. Please be polite and respectful and allow others to voice their views as well.**
- 5. Please refrain from criticizing a specific person or viewpoint in a negative manner during the meeting. Outside of the meeting, you may connect with MHC Commissioners and staff for assistance in having your concerns heard and addressed through the appropriate channels.**
- 6. Avoid providing any distractions, such as side bar conversations.**
- 7. An individual may be asked to leave should they behave in a manner that threatens the safety of any participant or does not honor the terms of these guidelines.**



The Contra Costa County Mental Health Commission is appointed by the Board of Supervisors to advise them on all matters related to the county's mental health system, in accordance with mandates set forth in the California State Welfare & Institutions Code, Sections 5604 (a)(1)-5605.5. Any comments or recommendations made by the Mental Health Commission or its individual members do not represent the official position of the county or any of its officers. The Commission is pleased to make special accommodations, if needed, please call ahead at (925) 313-9553 to arrange.



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1. ***Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.***

The IT Enhancement project plan is currently in the planning phase and will be implemented at all four participating LEAs (Antioch Unified School District, John Swett Unified School District, Pittsburg Unified School District, and West Contra Costa Unified School District) in addition to Contra Costa County Office of Education (CCCOE). As per the project plan, the following project tasks have been completed by all four participating LEAs and the CCCOE:

a. **Initial stakeholder planning meeting with MCP.**

Prior to receiving DHCS' approval for this project plan and the four additional project plans submitted, Contra Costa Health Plan (CCHP) moved ahead with planning on the assumption of approval and conducted a stakeholder planning meeting on February 1, 2023, where the expectations, performance metrics, and next steps of each project plan was discussed. Official approval from DHCS was received on March 14, 2023, and CCHP notified all stakeholders via email on March 16, 2023, with next steps and reminders around expectations. See attached, [SBHIP Approval Email to Stakeholders](#). CCHP plans to meet with each individual SBHIP LEA lead monthly once the implementation of these projects gets off the ground.

b. **Arrange IT planning meetings with each individual LEA and COE.**

After the initial stakeholder planning meeting, individual meetings were scheduled and conducted with each participating LEA including Contra Costa COE. This was arranged by the IT Enhancement Project lead who discussed the BH closed loop referral processes, provided communication around data collection and bi-quarterly reporting requirements, baseline metrics, and discussed the onboarding plan to ensure each participating LEA and the COE is set up appropriately with the Electronic Health Record system for the 2023/24 school year. These meetings were held as follows:

1. Antioch Unified School District (AUSD) stakeholders, Scott Bergerhouse and Jennifer Lynn-Whaley, met on March 30, 2023
2. Pittsburg Unified School District (PUSD) stakeholder, Tracey Catalde, met on March 21, 2023
3. John Swett Unified School District (JSUSD) stakeholder, Charles Miller, met on May 3, 2023
4. West Contra Costa Unified School District (WCCUSD) stakeholders, LaShante Smith and Martine Blake, met on May 15, 2023
5. CCCOE stakeholder, Nick Berger along with IT Director David Sanderson, met on March 24, 2023

c. **Electronic Health Record (EHR) Demo**

For each participating district and the CCCOE, a demo meeting was scheduled during the initial individual IT planning meetings to provide the SBHIP stakeholders and district leads with a demo of the EHR system, Student Health Network (SHN). SHN will provide each district and the CCCOE with the technical infrastructure necessary to build capacity and ensure students are receiving their intended behavioral health services, so no student falls



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through the cracks. SHN will also provide the districts with the opportunity to track and monitor referrals and services, collecting the data required for SBHIP reporting purposes. The following meetings were conducted or arranged:

- i. The demo for West Contra Costa Unified School District (WCCUSD) was hosted on June 9, 2023. A total of five Student Services Team staff, including the SBHIP stakeholder lead, LaShante Smith were able to review SHN's functionality and ask questions. The next steps are to obtain onboarding information and arrange training in early August before the beginning of school fiscal year 2023/34.
- ii. The demo for Pittsburg Unified School District (PUSD) was hosted on June 13, 2023 with the SBHIP stakeholder lead, Tracy Catalde. Tracy was able to review the functionality and ask questions around the user flow for his administrators and provider groups. The next steps are to obtain onboarding information and for Tracy to confirm the best dates for provider training before the start of the 2023/24 school year.
- iii. The demo for Contra Costa County Office of Education (CCCOE) was hosted on June 14, 2023 where the SBHIP stakeholder lead, in addition to five CCCOE staff reviewed SHN's functionality to meet their needs. The next steps are to obtain onboarding information and determine a date for training.
- iv. The demo for AUSD is scheduled for June 20 at which time, the SBHIP stakeholder leads will be able to review and ask questions regarding the EHR and it's use. The next steps thereafter will be to obtain onboarding information and arrange a date for training.
- v. John Swett is further along in the implementation process and has already submitted their onboarding documentation. The next step is to determine a date for training in early August.

Not only were the internal and external stakeholders able to see SHN functionality, they were also able to align the functionality to the closed loop referral process workflow, that will support their Behavioral Health Services and build program capacity. See presentation slides attached, [Contra Costa SHN Demo PPT](#).

d. Data collection requirements and baseline measures.

During the individual IT planning meetings for each district and COE as per 1b., the data collection requirements and baseline measures were reviewed and discussed, and the project lead identified a plan to follow up on the performance measures in accordance with the bi-quarterly reporting due dates and expectations of the MCPs.

The following performance metrics are applicable to all four participating LEAs and Contra Costa COE and are as follows:

1. **Number of students receiving school based BH services.** The baseline measure for all four participating LEAs as well as CCCOE is being determined by each stakeholder. This has been difficult for each LEA to gather, as there



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has not been a consistent method of capturing this data at each school site, however it is currently in progress.

2. **Number of school-based BH interventions.** The baseline for this measure for all four participating LEAs is being determined as there has been no consistent method of capturing this data at each school site for each participating LEA.

e. Establish the closed loop referral process.

Since this project requires each district and COE to have a referral process in place to ensure adoption, the work to establish both the internal and external processes have been completed and the closed loop referral processes have been sent to each district and COE for review. See a few of the referral processes attached, [JSUSD Closed Loop Referral Process](#), [PUSD Closed Loop Referral Process](#), and [WCCUSD Closed Loop Referral Process](#).

f. Implementation/milestone timeline.

An implementation/milestone timeline has been created for the planning phase of this project. Each district and COE have been provided with onboarding requirements, and the next step is to follow up on training dates for each district to begin creating a training plan.

g. Draft SBHIP partner MOU

During the initial stakeholder planning meeting on February 1, 2023, CCHP confirmed that they would begin drafting the MOUs for each participating LEA including Contra Costa County Office of Education (CCCOE). In the interim however, as the development of an MOU is an iterative and lengthy process for CCHP, CCHP advised that a Letter of Agreement (LOA) would also be drafted to allow LEAs the opportunity to seek board approval for their SBHIP projects more immediately. CCHP completed and released these LOAs to each participating LEA on June 2, 2023, and on June 5, 2023 for Contra Costa COE. The next step is for the LOAs to be signed by the SBHIP stakeholder at each participating LEA and returned to Contra Costa Health Plan.

2. **Identify the current status of the SBHIP targeted intervention:**

On Track for all participating LEAs and CCCOE

3. **If the project is Not On Track, has SBHIP Technical Assistance been contacted?**

N/A

4. **If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.**

N/A



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5. ***Have there been any changes in the SBHIP partners based on the Project Plan submission? If changes have been made, describe clearly and in detail, why.***

Yes, there has been one change to the SBHIP partners since the project plan submission. The change that has been made is the addition of Contra Costa COE to this targeted intervention plan. Contra Costa COE will now be a recipient of the Student Health Network EHR system. This change occurred as Contra Costa COE identified similar needs in a data collection system to capture and track all BH services provided to general education students. Currently, the COE does not have a streamlined way to capture BH referrals and service data.

This will have a minor impact on the project scope because Contra Costa COE does have a very small student population and therefore, the cost to implement this project will be minimal. CCCOE will be included in the Bi-Quarterly reporting deliverables and performance metrics will be included in the outcome report specific to CCCOE. Those additional performance metrics for CCCOE regarding this project will be as stated above in 1c. and are as follows:

1. **The number of students receiving school-based BH services.**
The COE is currently working on determining the baseline for this performance metric.
2. **The number of school-based BH services provided by CCCOE.** The baseline will be zero for this performance metric as the COE does not currently keep track of this data consistently.

Furthermore, CCCOE will now be included in the implementation plan, and tasks have been created to include CCCOE in the implementation process such as creating a training plan and obtaining bi-quarterly reporting metrics for the COE.

6. ***Have there been any changes to the student population initially identified as recipients of the selected intervention? If changes have been made, describe clearly and in detail, why.***

No, there have been no changes to the student population initially identified as recipients.

7. ***Please identify, clearly and in detail, any current internal SBHIP challenge experienced in connection with this project at this point.***

There have not been any internal SBHIP challenges experienced by any of the participating LEAs or CCCOE in connection with this project.

8. ***Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.***

The only external SBHIP challenge experienced is that the SBHIP timeline does not align with the school calendar year. Therefore, many of the projects that were anticipated to be implemented during the second half of school fiscal year 2022/23, such as this project, will now be implemented for the start of school fiscal year 2023/24, decreasing the amount of time that the districts and their providers have to utilize SHN to capture BH data and build service capacity.



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1. ***Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.***

The Substance Use Disorder (SUD) project plan is currently in the planning phase and will be implemented at West Contra Costa Unified School District (WCCUSD). As per the project plan, the following project tasks have been initiated or completed:

- a. **Initial stakeholder planning meeting with MCP.**

Prior to receiving DHCS' approval for this project plan and the four additional project plans submitted, Contra Costa Health Plan (CCHP) moved ahead with planning on the assumption of approval and conducted a stakeholder planning meeting on February 1, 2023, where the expectations, performance metrics, and next steps of each project plan was discussed. Official approval from DHCS was received on March 14, 2023, and CCHP notified all stakeholders via email on March 16, 2023, with next steps and reminders around expectations. See attached, [SBHIP Approval Email to Stakeholders](#). CCHP plans to meet with WCCUSD's SBHIP lead monthly once the implementation of these projects gets off the ground.

- b. **Arrange individual LEA planning meeting.**

After the initial stakeholder planning meeting, an individual meeting was scheduled and conducted with WCCUSD stakeholders, LaShante Smith and Martine Blake on May 15, 2023. The planning meeting was an opportunity to provide the stakeholders with information on the BH closed loop referral processes, baseline metrics required for this project and all other projects WCCUSD will be implementing. Additionally, the SBHIP expectations and requirements around data collection for the bi-quarterly reports and outcome report were discussed.

- c. **Data collection requirements, baseline measures, and communication plan.**

During the individual planning meeting on May 15, 2023, the data collection requirements and baseline measures were reviewed and discussed. Furthermore, a communication plan to follow up on the performance measures in accordance with the bi-quarterly reporting due dates and expectations of the MCPs was identified.

The following performance metrics were confirmed with the stakeholders for this project:

1. **Number of Behavioral Health providers.** The baseline for this measure is still being determined by the SBHIP stakeholders as the district contracts with external agencies for majority of their MH/BH providers. Once the current school year has ended in mid-June, the stakeholders will look to revisit obtaining this information from their external partners.
2. **Number of middle school students receiving school-based alcohol and drug (AOD) services.** The baseline for this measure is zero as the district does not currently offer AOD services to their middle school students.



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d. **Establish the closed loop referral process.**

This project and all projects submitted by Contra Costa Health Plan require each district and the COE to have an internal and external closed loop case management referral process in place. This is to ensure students receive their intended BH intervention and will provide the ability to track and monitor referrals and services and move students along the continuum of care appropriately and timely. Ultimately, the goal is to ensure no student falls through the cracks when in need of BH intervention. The work to establish both the internal and external closed loop referral processes for WCCUSD has been completed and the SBHIP stakeholder leads are in agreement. See attached, [WCCUSD Closed Loop Referral Process](#).

The next step is for the SBHIP stakeholder leads at WCCUSD to introduce these processes to their staff with the expectation of adoption at all levels. Training will begin in August prior to the start of school fiscal year (SFY) 2023/24. Training dates will be confirmed after the end of this current school year 2022/23.

e. **Draft SBHIP partner MOU.**

During the initial stakeholder planning meeting on February 1, 2023, CCHP confirmed that they would begin drafting the MOUs for each participating LEA including Contra Costa County Office of Education (CCCOE). In the interim however, as the development of an MOU is an iterative and lengthy process for CCHP, CCHP advised that a Letter of Agreement (LOA) would also be drafted to allow LEAs the opportunity to seek board approval for their SBHIP projects more immediately. CCHP completed and released the LOA to WCCUSD on June 2, 2023. The next step is for LaShante Smith, the SBHIP stakeholder lead to sign and return it to Contra Costa Health Plan.

f. **Create job description for Alcohol and Other Drug (AOD) Counselor position.**

The job description (JD) for the staff required to establish a Substance Use Disorder (SUD) program at WCCUSD middle schools has been drafted. The next step is for LaShante Smith to begin working with Human Resources to formalize the JD and look to post the positions on EdJoin by the end of June 2023. See attached, [Draft of AOD Counselor JD](#).

2. **Identify the current status of the SBHIP targeted intervention:**

On Track

3. **If the project is Not On Track, has SBHIP Technical Assistance been contacted?**

N/A

4. **If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.**

N/A



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5. ***Have there been any changes in the SBHIP partners based on the Project Plan submission? If changes have been made, describe clearly and in detail, why.***

No, there have not been any changes to the project partners for this Project Plan.

6. ***Have there been any changes to the student population initially identified as recipients of the selected intervention? If changes have been made, describe clearly and in detail, why.***

No, there have been no changes to the student population initially identified as recipients.

7. ***Please identify, clearly and in detail, any current internal SBHIP challenge experienced in connection with this project at this point.***

There have not been any internal SBHIP challenges experienced by WCCUSD in connection with this project.

8. ***Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.***

There have not been any external SBHIP challenges experienced by WCCUSD in connection with this project.



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1. ***Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.***

The Culturally Appropriate and Targeted Populations project plan is currently in the planning phase and will be implemented at John Swett Unified School District (JSUSD), and at West Contra Costa Unified School District (USD). As per the project plan, the following project tasks have been completed by both participating LEAs:

a. Initial stakeholder planning meeting with MCP.

Prior to receiving DHCS' approval for this project plan and the four additional project plans submitted, Contra Costa Health Plan (CCHP) moved ahead with planning on the assumption of approval and conducted a stakeholder planning meeting on February 1, 2023, where the expectations, performance metrics, and next steps of each project plan was discussed. Official approval from DHCS was received on March 14, 2023, and CCHP notified all stakeholders via email on March 16, 2023, with next steps and reminders around expectations. See attached, [SBHIP Approval Email to Stakeholders](#). CCHP plans to meet with each individual SBHIP LEA lead monthly once the implementation of these projects gets off the ground.

b. Arrange individual LEA planning meetings.

After the initial stakeholder planning meeting, an individual meeting was scheduled and conducted with JSUSD stakeholder, Charles Miller, on May 3, 2023. And with WCCUSD stakeholders, LaShante Smith and Martine Blake on May 15, 2023. The planning meeting was an opportunity to provide the stakeholders with information on the BH closed loop referral processes, baseline metrics required for this project and all other projects JSUSD and WCCUSD will be implementing. Additionally, the SBHIP expectations and requirements around data collection for the bi-quarterly reports and outcome report were discussed. Ongoing individual LEA meetings will be scheduled monthly to provide project updates to the MCPs.

c. Data collection requirements and baseline measures.

During the individual planning meetings for JSUSD and WCCUSD, the data collection requirements and baseline measures were reviewed and discussed, and a plan to follow up on the performance measures in accordance with the bi-quarterly reporting due dates and expectations of the MCPs was identified.

The following performance metrics have been confirmed with Charles Miller at JSUSD for this project:

1. **Number of staff trainings.** The baseline measure will be zero as the district does not have Social and Emotional Learning (SEL) programs for staff at their elementary and middle school and doesn't keep track of this data at their high school.
2. **Number of students receiving Behavioral Health (BH) screenings.** The baseline measure will be zero as the district does not currently capture this data.



The following performance metrics have been confirmed with LaShante Smith at WCCUSD for this project:

1. **Number of Behavioral Health providers.** The baseline for this measure is still being determined by the SBHIP stakeholders as the district contracts with external agencies for majority of their MH/BH providers. Once the current school year has ended in mid-June, the stakeholders will look to revisit obtaining this information from their external partners.
2. **Number of middle school students receiving school-based Behavioral Health (BH) services.** The baseline measure is still being obtained as the SBHIP stakeholder leads have had challenges obtaining this information from their school sites due to inconsistencies in capturing this data and also due to lack of responsiveness.

d. Establish the closed loop referral process.

This project and all projects submitted by Contra Costa Health Plan require each district and the COE to have an internal and external closed loop case management referral process in place. This is to ensure students receive their intended BH intervention and will provide the ability to track and monitor referrals and services and move students along the continuum of care appropriately and timely. Ultimately, the goal is to ensure no student falls through the cracks when in need of BH intervention. The work to establish both the internal and external closed loop referral processes for JSUSD and WCCUSD have been completed, reviewed and stakeholders are in agreement. See attached, [JSUSD Closed Loop Referral Process](#) and [WCCUSD Closed Loop Referral Process](#).

The next step is for the SBHIP leads at JSUSD and WCCUSD to introduce these processes to their staff with the expectation of adoption at all levels. Training will begin in August prior to the start of school fiscal year (SFY) 2023/24. Training dates will be confirmed by the end of June 2023.

e. Draft SBHIP partner MOU.

During the initial stakeholder planning meeting on February 1, 2023, CCHP confirmed that they would begin drafting the MOUs for each participating LEA including Contra Costa County Office of Education (CCCOE). In the interim however, as the development of an MOU is an iterative and lengthy process for CCHP, CCHP advised that a Letter of Agreement (LOA) would also be drafted to allow LEAs the opportunity to seek board approval for their SBHIP projects more immediately. CCHP completed and released these LOAs to both JSUSD and WCCUSD on June 2, 2023. The next step is for the LOAs to be signed by the SBHIP stakeholder leads and returned to Contra Costa Health Plan.

f. Create job descriptions for Behavioral Health providers.

This task is specific to only West Contra Costa Unified School District. The job description (JD) for the staff required to establish a culturally appropriate behavioral health program at WCCUSD middle schools has been drafted. The next step is for LaShante Smith to



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begin working with Human Resources to formalize the JD and look to post the positions on EdJoin by the end of June 2023. See attached, [Draft of TRBS Specialist JD](#).

g. Establish external contracts.

This task is specific to only John Swett Unified School District as they are looking to implement Social and Emotional Learning (SEL) programs district wide. Charles Miller has arranged for contracts to be created for the implementation of these programs beginning school fiscal year 2023/24.

h. District leadership status meetings.

This task is only applicable to JSUSD. The SBHIP stakeholder lead at JSUSD, Charles Miller, met with the Curriculum and Instruction department to provide updates on SBHIP and the BH programs they will be implementing to provide culturally appropriate interventions to students. Additionally, this SBHIP project plan has continually remained on the agenda for the district's Coordination of Services Team (COST) meetings. See attached, [District COST Agenda](#).

As Charles is the Superintendent, his intention through these meetings was to ensure his leadership team was aware of the SBHIP projects and expectations and to ensure collaboration and buy in with preparation and planning.

2. Identify the current status of the SBHIP targeted intervention:

On Track for both participating LEAs.

3. If the project is Not On Track, has SBHIP Technical Assistance been contacted?

N/A

4. If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.

N/A

5. Have there been any changes in the SBHIP partners based on the Project Plan submission? If changes have been made, describe clearly and in detail, why.

No there have been no changes to the SBHIP partners based on the Project Plan submission.

6. Have there been any changes to the student population initially identified as recipients of the selected intervention? If changes have been made, describe clearly and in detail, why.

No, there have been no changes to the student population initially identified as recipients.



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- 7. Please identify, clearly and in detail, any current internal SBHIP challenge experienced in connection with this project at this point.***

There have not been any internal SBHIP challenges experienced by any of the participating LEAs in connection with this project.

- 8. Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.***

There have not been any external SBHIP challenges experienced by any of the participating LEAs in connection with this project



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1. ***Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.***

The Behavioral Health and Wellness (BHW) Programs project plan is currently in the planning phase and is being implemented at Antioch Unified School District (AUDS), John Swett Unified School District (JSUSD), and Pittsburg Unified School District (PUSD). As per the project plan, the following project tasks have been completed by all three participating LEAs:

a. Initial stakeholder planning meeting with MCP.

Prior to receiving DHCS' approval for this project plan and the four additional project plans submitted, Contra Costa Health Plan (CCHP) moved ahead with planning on the assumption of approval and conducted a stakeholder planning meeting on February 1, 2023, where the expectations, performance metrics, and next steps of each project plan was discussed. Official approval from DHCS was received on March 14, 2023, and CCHP notified all stakeholders via email on March 16, 2023, with next steps and reminders around expectations. See attached, [SBHIP Approval Email to Stakeholders](#). CCHP plans to meet with each individual SBHIP LEA lead monthly once the implementation of these projects gets off the ground.

b. Arrange planning meetings with each individual LEA

After the initial stakeholder planning meeting, an individual meeting was scheduled and conducted with each individual participating LEA. The purpose of this meeting was to discuss the closed loop referral processes, provided communication around data collection and bi-quarterly reporting requirements, baseline metrics, and to discuss the onboarding plan to ensure each participating LEA is set up appropriately with the Electronic Health Record system for their BHW Programs for the 2023/24 school year. These meetings were held as follows:

- Antioch Unified School District (AUDS) stakeholders, Scott Bergerhouse and Jennifer Lynn-Whaley, met on March 30, 2023
- Pittsburg Unified School District (PUSD) stakeholder, Tracey Catalde, met on March 21, 2023
- John Swett Unified School District (JSUSD) stakeholder, Charles Miller, met on May 3, 2023

Ongoing individual meetings with each LEA will be scheduled monthly to provide project updates to the MCPs.

c. Data collection requirements and baseline measures.

During the individual planning meetings for each district and COE as per 1b., the data collection requirements and baseline measures were reviewed and discussed, and the project lead identified a plan to follow up on the performance measures in accordance with the bi-quarterly reporting due dates and expectations of the MCPs.



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The following performance metrics were confirmed with the stakeholders and are applicable to all three participating LEAs for this project:

1. **Number of Behavioral Health providers.** The baseline measures for the participating LEAs are as follows:

- a. AUSD 17
- b. JSUSD 13
- c. PUSD 10

2. **Number of students receiving school-based Behavioral Health (BH) services.** The baseline measure for AUSD is being gathered as the district awaits the end of the school year to collect the annual data. As for JSUSD and PUSD, the baselines will be zero as the JSUSD does not formally capture this data and PUSD does not currently have school based BH services for their elementary sites.

d. Establish the closed loop referral process.

This project and all projects submitted by Contra Costa Health Plan require each district and the COE to have an internal and external closed loop case management referral process in place. This is to ensure students receive their intended BH intervention and will provide the ability to track and monitor referrals and services, and move students along the continuum of care appropriately and timely. Ultimately, the goal is to ensure no student falls through the cracks when in need of BH intervention. The work to establish both the internal and external closed loop referral processes have been completed and all participating LEAs have reviewed their processes and are in agreement. See attached samples of some of the referral processes. [JSUSD Closed Loop Referral Process](#) and [PUSD Closed Loop Referral Process](#).

The next step is for the SBHIP leads at each participating district to introduce these processes to their staff with the expectation of adoption at all levels. Training will begin in August prior to the start of school fiscal year (SFY) 2023/24.

e. Draft SBHIP partner MOU.

During the initial stakeholder planning meeting on February 1, 2023, CCHP confirmed that they would begin drafting the MOUs for each participating LEA including Contra Costa County Office of Education (CCCOE). In the interim however, as the development of an MOU is an iterative and lengthy process for CCHP, CCHP advised that a Letter of Agreement (LOA) would also be drafted to allow LEAs the opportunity to seek board approval for their SBHIP projects more immediately. CCHP completed and released these LOAs to each participating LEA on June 2, 2023, and on June 5, 2023 for Contra Costa COE. The next step is for the LOAs to be signed by the SBHIP stakeholder at each participating LEA and returned to Contra Costa Health Plan.

f. Receive board approval for SBHIP project proposals.

In order to implement new programs and hire new staff, LEAs must follow a board approval process which entails providing detailed information about where and how



June 2023

funding will be acquired. The participating LEAs will be seeking board approval as follows:

- i. PUSD is scheduled to bring forth their LOA for approval on June 14.
- ii. AUSD is scheduled to bring forth the LOA and their contracts for approval to their board on June 22.
- iii. On June 7th, JSUSD presented their LOA for approval and discussed the SBHIP project plans in further detail during their LCAP meeting.

g. Create job descriptions for required staff.

Each of the participating LEAs implementing this project have created job descriptions (JDs) for the staff required to build upon or expand their school behavioral health programs. Additional details for each participating LEA are as follows:

- i. PUSD has created a job description for Behavioral Health Specialists (BHS). See attached JD, [Behavioral Health Specialist](#).
- ii. As AUSD is expanding on an existing BH program, they are worked with their contracted external agency to create job descriptions that fit their needs for additional Mental Health Specialists. See attached, [Mental Health Specialist JD](#).
- iii. JSUSD is currently working with a community-based organization to provide school based BH services to their students. As such, they are working in collaboration to expand their BH programs and have created job descriptions for Mental Health Therapists that will fit their needs. See attached, [JD for School-Based Mental Health Therapist](#).

h. Complete process for posting and hiring of positions.

- i. Since PUSD created a JD for the Behavioral Health Specialist, the SBHIP Stakeholder lead at PUSD, Tracy Catalde has met with HR to begin the process of posting the positions on EdJoin. The postings will officially go live after the district's board meeting on June 14 at which time, Tracy is looking to hire four BHS positions to serve their elementary schools by the end of July 2023.
- ii. For AUSD, as they are partnering with the external agency Wellness Together, they have hired three Mental Health Specialists to date and are actively searching for one additional provider to hire by the end of July 2023.
- iii. For JSUSD, they have not begun posting their positions, however, they are actively working with the CBO, Bay Area Community Resources to begin that process.

All three LEAs hope to hire providers before the end of July 2023 in order to train and complete onboarding prior to the start of the 2023/24 school year.

District leadership status meetings.

- i. The SBHIP stakeholder leads at AUSD met with their department leads to provide an update on the SBHIP project and expansion of their BH



June 2023

- programs. They also reviewed the behavioral health needs of the eight elementary sites without robust behavioral health programs and made determinations regarding which site should be staffed the soonest. These meetings have allowed AUSD to move quickly in preparation for implementation and onboarding to begin school fiscal year 2023/24.
- ii. The SBHIP stakeholder lead at JSUSD, Charles Miller, met with the Curriculum and Instruction department to provide updates on SBHIP and the BH programs they will be implementing. Additionally, this SBHIP project plan has continually remained on the agenda for the district's Coordination of Services Team (COST) meetings. See attached, [District COST Agenda](#). As Charles is the Superintendent, his intention through these meetings was to ensure his leadership team was aware of the SBHIP project and expectations and to ensure collaboration and buy in.
 - iii. As for PUSD, the SBHIP stakeholder lead, Tracy Catalde met with the Superintendent of schools to provide an update on SBHIP and that the plan to establish a behavioral health program at their elementary schools will be moving forward. Additionally, Tracy met with the Educational Services Department to update them as well and begin the hiring process.

Through these leadership status meetings, AUSD, JSUSD and PUSD have solicited interdepartmental collaboration and ensured external stakeholders buy in which is important to the success of these BH programs.

2. Identify the current status of the SBHIP targeted intervention:

On Track for all three participating LEAs

3. If the project is Not On Track, has SBHIP Technical Assistance been contacted?

N/A

4. If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.

N/A

5. Have there been any changes in the SBHIP partners based on the Project Plan submission? If changes have been made, describe clearly and in detail, why.

No there have been no changes to the SBHIP partners based on the Project Plan submission.

6. Have there been any changes to the student population initially identified as recipients of the selected intervention? If changes have been made, describe clearly and in detail, why.



June 2023

No, there have been no changes to the student population initially identified as recipients.

7. ***Please identify, clearly and in detail, any current internal SBHIP challenge experienced in connection with this project at this point.***

There have not been any internal SBHIP challenges experienced by any of the participating LEAs in connection with this project.

8. ***Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.***

There have not been any external SBHIP challenges experienced by any of the participating LEAs in connection with this project



June 2023

1. ***Describe, clearly and in detail, for each selected LEA, the progress made towards implementing the selected intervention during this bi-quarterly segment. Provide documentation evidencing the level of progress reported.***

The Care Teams project plan is currently in the planning phase and will be implemented at John Swett Unified School District (JSUSD), and at Antioch Unified School District (AUSD). As per the project plan, the following project tasks have been completed by both participating LEAs:

a. Initial stakeholder planning meeting with MCP.

Prior to receiving DHCS' approval for this project plan and the four additional project plans submitted, Contra Costa Health Plan (CCHP) moved ahead with planning on the assumption of approval and conducted a stakeholder planning meeting on February 1, 2023, where the expectations, performance metrics, and next steps of each project plan was discussed. Official approval from DHCS was received on March 14, 2023, and CCHP notified all stakeholders via email on March 16, 2023, with next steps and reminders around expectations. See attached, [SBHIP Approval Email to Stakeholders](#). CCHP plans to meet with each individual SBHIP LEA lead monthly once the implementation of these projects gets off the ground.

b. Arrange individual LEA planning meetings.

After the initial stakeholder planning meeting, an individual meeting was scheduled and conducted with AUSD stakeholders, Scott Bergerhouse and Jennifer Lynn-Whaley, on March 30, 2023 and on May 3, 2023 with JSUSD stakeholder, Charles Miller. The planning meeting was an opportunity to provide the stakeholders with information on the BH closed loop referral processes, baseline metrics required for this project and all other projects JSUSD and AUSD will be implementing. Additionally, the SBHIP expectations and requirements around data collection for the bi-quarterly reports and outcome report were discussed. Ongoing individual LEA meetings will be scheduled monthly to provide project updates to the MCPs.

c. Data collection requirements and baseline measures.

During the individual planning meetings for JSUSD and AUSD, the data collection requirements and baseline measures were reviewed and discussed, and a plan to follow up on the performance measures in accordance with the bi-quarterly reporting due dates and expectations of the MCPs was identified.

The following performance metrics have been confirmed with the SBHIP stakeholder leads at both districts for this project:

1. **Number of students referred for behavioral health (BH) services.** The baseline measure will be zero for both districts as both districts do not accurately capture this data, especially for external BH referrals.
2. **Number of closed loop referrals.** The baseline measure for both districts will be zero as both districts have not been able to provide case management to follow a closed loop case management referral process due to the limited bandwidth of their care teams.



June 2023

d. Establish the closed loop referral process.

This project and all projects submitted by Contra Costa Health Plan require each district and the COE to have an internal and external closed loop case management referral process in place. This is to ensure students receive their intended BH intervention and will provide the ability to track and monitor referrals and services and move students along the continuum of care appropriately and timely. Ultimately, the goal is to ensure no student falls through the cracks when in need of BH intervention. The work to establish both the internal and external closed loop referral processes for JSUSD and AUSD have been completed, reviewed and stakeholders are in agreement. See attached, [JSUSD Closed Loop Referral Process](#) as AUSD and JSUSD's processes are similar.

The next step is for the SBHIP leads at JSUSD and AUSD to introduce these processes to their staff with the expectation of adoption at all levels. Training will begin in August prior to the start of school fiscal year (SFY) 2023/24. Training dates will be confirmed by the end of June 2023.

e. Draft SBHIP partner MOU.

During the initial stakeholder planning meeting on February 1, 2023, CCHP confirmed that they would begin drafting the MOUs for each participating LEA including Contra Costa County Office of Education (CCCOE). In the interim however, as the development of an MOU is an iterative and lengthy process for CCHP, CCHP advised that a Letter of Agreement (LOA) would also be drafted to allow LEAs the opportunity to seek board approval for their SBHIP projects more immediately. CCHP completed and released these LOAs to both JSUSD and AUSD on June 2, 2023. The next step is for the LOAs to be signed by the SBHIP stakeholder leads and returned to Contra Costa Health Plan.

f. Create job descriptions for Behavioral Health providers.

The job descriptions (JDs) for the staff required to help increase the existing capacity of JSUSD and AUSD's care teams have been completed. AUSD is currently partnering with an external BH agency to hire, and the agency has posted the position in hopes to hire a candidate by end of July 2023. See attached, [JD for District Crisis Intervention Specialist](#).

As for JSUSD, they are currently working with a community-based organization to hire for positions that will allow them to expand their care team capacity. These jobs have not yet been posted but the goal is to do so by the end of June 2023. See attached, [JD for Health and Wellness Center Manager](#).

g. District leadership status meetings.

- i. The SBHIP stakeholder leads at AUSD met with their department leads to provide an update on the SBHIP project and expansion of their Care Team. These meetings have allowed AUSD to move quickly in preparation for implementation and onboarding to begin school fiscal year 2023/24.
- ii. The SBHIP stakeholder lead at JSUSD, Charles Miller, met with the Curriculum and Instruction department to provide updates on SBHIP



June 2023

and the BH programs they will be implementing. Additionally, this SBHIP project plan has continually remained on the agenda for the district Coordination of Services Team (COST) meetings. See attached, [District COST Agenda](#). As Charles is the Superintendent, his intention through these meetings was to ensure his leadership team was aware of the SBHIP project and expectations and to ensure collaboration and buy in.

2. **Identify the current status of the SBHIP targeted intervention:**

On Track for both participating LEAs.

3. **If the project is Not On Track, has SBHIP Technical Assistance been contacted?**

N/A

4. **If the SBHIP targeted intervention is not on track, explain, clearly and in detail, why and identify what actions will be taken to remedy the current course. If the project is on track, write N/A.**

N/A

5. **Have there been any changes in the SBHIP partners based on the Project Plan submission? If changes have been made, describe clearly and in detail, why.**

No there have been no changes to the SBHIP partners based on the Project Plan submission.

6. **Have there been any changes to the student population initially identified as recipients of the selected intervention? If changes have been made, describe clearly and in detail, why.**

No, there have been no changes to the student population initially identified as recipients.

7. **Please identify, clearly and in detail, any current internal SBHIP challenge experienced in connection with this project at this point.**

There have not been any internal SBHIP challenges experienced by any of the participating LEAs in connection with this project.

8. **Please identify, clearly and in detail, any current external SBHIP challenges experienced in connection with this project at this point.**

There have not been any external SBHIP challenges experienced by any of the participating LEAs in connection with this project

Contra Costa County
Standard Form A-4
Revised 2014

INTERAGENCY AGREEMENT
(Agency Provides Services)
NOVATION

Number 74-373-13
Fund/Org # As Coded
Account # As Coded
Other # _____

1. **Contract Identification.**

Department: Health Services – Behavioral Health Services Division/Mental Health
Subject: Mental Health Services Act Prevention and Early Intervention services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: **MARTINEZ UNIFIED SCHOOL DISTRICT** (Hereinafter “Agency”)
Capacity: A political subdivision of the State of California
Address: 921 Susana Street, Martinez, California 94553

3. **Term.** The effective date of this Agreement is July 1, 2022 and it terminates on June 30, 2023 unless sooner terminated as provided herein.

4. **Payment Limit.** County’s total payments to Agency under this Agreement shall not exceed **\$197,073**.

5. **County’s Obligations.** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions, which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency’s Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

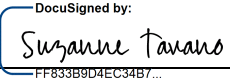
7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Not Applicable

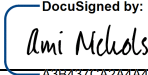
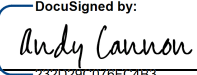
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000 and all legal authorities cited in the HIPAA Business Associate Addendum, which is attached hereto and is incorporated herein by reference.

10. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By <u></u> <small>DocuSigned by: Suzanne Tavano FF83B9D4EC34B7...</small> Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
--	---

AGENCY

<p>By <u></u> <small>DocuSigned by: Ami Nichols A3B437CAZ4A4EB...</small> (Signature of authorized Agency Representative)</p> <p>Ami Nichols Principal</p> <p>_____ (Print name and title A)</p>	<p>By <u></u> <small>DocuSigned by: Andy Cannon 232D29C076FC4B3...</small> (Signature of authorized Agency Representative)</p> <p>Andy Cannon CBO</p> <p>_____ (Print name and title B)</p>
---	---

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date), before me, _____ (Name and Title of the Officer),
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED COUNTY COUNSEL

By: DocuSigned by:
Suzanne Tavano
FF833B9D4EC34B7...
Designee

By: County Counsel approval not required
per September 12, 2006 Board Order
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: DocuSigned by:
Enid Mendez
CC0655F77300434...
Designee



Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS
(Cost Basis Contracts – Long Form)

Number 74-373-13

1. **Payment Basis.** Subject to the Payment Limit, payments to Contractor for all services provided for County under this Contract shall only be for allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract.

2. **Payment Amounts.** Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, County will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:
 - a. \$_____ monthly,
 - b. \$_____ per unit, as defined in the Service Plan,
 - c. An amount equal to Contractor's allowable costs that are actually incurred each month, but subject to the "Budget of Estimated Program Expenditures" referenced in the Service Plan, *or*
 - d. Monthly payments in an amount equal to Agency's net allowable contract costs which have actually been incurred and/or paid by Agency each month (i.e., reimbursement in arrears for actual expenditures), computed in accordance with and subject to the attached Budget of Estimated Program Expenditures which is incorporated herein by reference. For allowable contract costs which are actually incurred in a given month, but for which invoices are not on hand, Agency shall include estimates of such costs in its County Demand Form D-15 for said month, and Agency shall increase or decrease each subsequent month's Demand to adjust for any resulting over- or under-payments, subject to the Contract Payment Limit. Contractor shall provide County all invoices for all previously estimated costs on the next submitted demand after receiving said invoices, and shall specify the increase or decrease on that demand.

3. **Allowable Costs.** Contractor's allowable costs are only those which are determined in accordance with:
 - a. Such State regulations and documents as are set forth in the Service Plan regarding accounting guidelines, including standards for determining allowable or non-allowable costs.
 - b. Department of Health and Human Services Administration of Grants Federal Regulations Title 45 Part 74 including any amendments thereto and the applicable Subpart listed hereunder; and other documents specified in the Service Plan regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth in the Service Plan for determining the allowability of selected items of costs of providing the services.
 - (1) Federal Management Circular A-87, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.
 - (2) OMB Circular A-122, including any amendments to the Circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by nonprofit organizations (other than government agencies, educational institutions, and hospitals).
 - (3) 41 CFR Subpart 1-15.2 shall be used for profit organizations other than hospitals.
 - (4) OMB Circular No. A-21, including any amendments to the Circular published in the Federal Register by OMB shall be the principles to be used for determining allowable costs by educational institutions (other than for-profit institutions).
 - (5) Appendix E Subpart Q Section 74.173 shall be used for determining costs of research, development work, and other activities for determining allowable costs.

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Contra Costa County
Standard Form P-2
Revised 2014

PAYMENT PROVISIONS
(Cost Basis Contracts – Long Form)

Number 74-373-13

- c. Part IV Department of Labor, Employment and Training administration, 20 CFR Part 674, Section 674.402 and any amendments thereto; and California Department of Aging Title V Operations Handbook, 1987, Section 505.4 and any amendments thereto.
4. **Payment Demands.** Contractor shall submit written demands on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of said payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 2 (Payment Amounts) above.
5. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 4. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
6. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
7. **Cost Report and Settlement.** No later than forty-five (45) days following the termination of this Contract, Contractor shall submit to County a cost report in the form required by County, showing the allowable costs that have actually been incurred by Contractor under this Contract. If the cost report shows that the allowable costs actually incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County will remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the Payment Limit. If the cost report shows that the payments made by County exceed the allowable costs actually incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
8. **Audits.** The records of Contractor may be audited by the County, State, or United States government, in addition to any certified cost report or audit required by the Service Plan. Any certified cost report or audit required by the Service Plan shall be submitted to County by Contractor within such period of time as may be expressed by applicable state or federal regulations, policies or contracts, but in no event later than 18 months from the termination date of this Contract. If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Contractor shall pay County within 30 days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Contractor any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit.
9. **Audit Exceptions.** In addition to its obligations under Paragraph 8 (Audits) above, Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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SERVICE PLAN

Number 74-373-13

1. **Scope of Services.**

- a. A Contra Costa County resident who is receiving services pursuant to this Contract is hereinafter referred to as a "Client". These Clients are also Clients of the County's Behavioral Health Services Division and other County-approved referral agencies.
- b. Agency will assist the Department with implementing the Mental Health Services Act ("MHSA") Prevention and Early Intervention ("PEI") Program. Specifically, Agency's services hereunder will include, but not be limited to, assisting the Department with implementing a PEI Youth Development Program known as *CORE of Vicente Program* ("Program A"). Agency's activities for Project A shall include:
 - i. Agency will provide experiential learning services and leadership opportunities to at least one hundred (100) but not more than one hundred twenty (120) high school adolescent youths of all cultural backgrounds in Martinez, California;
 - ii. Agency will assist students, school staff, parents, and community partners to develop Program A curriculum, to be derived from California standards-based curriculum and students individualized success and achievement plans (ISAP); *and*
 - iii. Activities under Program A will include, but are not limited to:
 - 1) Individualized learning plans
 - 2) Mindfulness and stress management interventions
 - 3) Timely access and linkage to direct mental health counseling
 - 4) Team and community building
 - 5) Character, leadership and asset development
 - 6) Career-focused preparation and internships
 - 7) Parent involvement
 - 8) Mental health education including suicide and substance abuse prevention
- c. As per California Code of Regulations (CCR) Title 9, Division 1, Chapter 14, Section 3735, the Contractor shall include strategies and report outcomes on creating access and linkage to mental health treatment, promoting ways that improve timely access to mental health services for underserved populations, and using strategies that are non-stigmatizing and non-discriminatory.
- d. Agency's services shall be carried out in accordance with County's Contract #29-533 with the California Department of Health Care Services (the "State Contract"), and any amendments or renewals thereto, and the Work Plan (the "Work Plan") which are incorporated herein by this reference. Copies of the State Contract and the Work Plan are on file in the office of the County's Mental Behavioral Health Services Division (Mental Health Director). County has provided a copy of the State Contract and Work Plan to Agency.

2. **Performance Reports.** Agency will prepare and submit to County such periodic performance progress reports as may be required by County's Health Services Director, or designee. No later than sixty (60) days following the expiration or termination of this Contract, whichever comes first, Agency will prepare and submit to County an Annual Contract Performance Report, in the form and manner prescribed by County's Department Director, or designee.

Initials:

DS AN	DS WT
Agency	County Dept.

SERVICE PLAN

Number 74-373-13

- 3. **Quality Assurance and Utilization Review Requirements.** Agency will comply with requirements and procedures established by the County, State, and Federal governments for quality assurance and utilization review, including but not limited to, submission to County of periodic quality assurance reports, assignment of staff for utilization review and coordination duties, use of standardized case record and treatment planning forms, utilization of peer review, and monitoring of medication.

- 4. **Clients' Rights.** Agency must comply with existing regulations regarding patients' rights and with any new regulations promulgated by the California Department of Mental Health or local governmental authority during the term of this Contract; including, but not limited to, the Welfare and Institutions Code, Division 5, Part I, including, but not limited to, § 5325 thereof and the California Code of Regulations, Title 9, Division 1, Chapter 4.

- 5. **Ownership and Disposition of Property and Equipment.** Equipment and capital expenditure items with a purchase price of **\$5,000** or more and a useful life of at least one (1) year shall be defined as nonexpendable property. Items with a purchase price of less than **\$5,000** or a useful life of less than one year shall be defined as expendable property. Subject to these definitions, the acquisition and utilization of expendable property and nonexpendable property shall be determined in accordance with the principles and statements set forth in the federal Office for Management and Budget (OMB) Circular No. A-110, and any amendments thereto (references contained therein to the federal government, federal agencies or "grantor" shall be construed to mean "County" and references to "grantee" or "recipient" shall be construed to mean "Agency"). Upon termination of this Contract, or as otherwise may be prescribed by County, Agency shall account for and transfer to County all remaining expendable property and nonexpendable property, including supplies and equipment, loaned by County for use by Agency or acquired with Contract funds. Agency shall exclude items which are fully depreciated or which are purchased with outside, non-County funds. County shall retain full ownership of all such transferred property.

- 6. **Protection of Property and Equipment.** Throughout the term of this Contract, and any modification or extension thereof, Agency will:
 - a. Cooperate with County in tagging and appropriately identifying all program property and equipment loaned by County for use by Agency or acquired with Contract funds;
 - b. Establish a property management control system to ensure adequate safeguards to prevent loss, theft, or damage to property, and maintain all equipment in good working repair at all times;
 - c. Investigate, fully document, and immediately report to appropriate police agencies and/or County any loss, theft, or damage to property and equipment. Agency will repair or replace all such items within sixty (60) days with items of comparable quality and value; *and*
 - d. Maintain accurate records of all equipment and other such property loaned by County for use by Agency or acquired with Contract funds, including property description, identification numbers, acquisition date and cost, source, location, use, condition and disposition.

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Contra Costa County
Standard Form L-3
Revised 2014

SERVICE PLAN

Number 74-373-13

7. **Third-Party Payment Liability.** Agency will be solely responsible for any payments due from Agency to third parties or for any liabilities, obligations, or commitments of Agency arising from Agency's performance of this Contract, including, but not limited to, any payments that Agency may owe to subcontractors or other suppliers for goods and services received by Agency in the operating, equipping, altering, remodeling, renovating, or repairing of Agency's program and/or facilities under this Contract. In no event will County be responsible for any payments due from Agency to third parties or for any liabilities, obligations, or commitments of Agency arising from Agency's performance of this Contract.
8. **Maintenance of Effort.** Agency will not use any funds provided by this Contract to supplant, substitute for, or otherwise replace any other funds that Agency may have been expending or otherwise using to support Agency's activities of any kind.
9. **HIPAA Requirements.** Agency must comply with the applicable requirements and procedures established by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and any modifications thereof, including, but not limited to, the attached HIPAA Business Associate Addendum, which is incorporated herein by reference.
10. **Contractor/Agency.** All occurrences of the term "Contractor" in the Payment Provisions, HIPAA Business Associate Addendum, and General Conditions are hereby deleted and replaced with "Agency".
11. **Novation.** The parties entered into prior Interagency Agreement #74-373-12 for the period from July 1, 2021 through June 30, 2022, which included a six (6) month automatic extension through December 31, 2022. County and Agency hereby agree to substitute this Novation Agreement #74-373-13 for the aforesaid six (6) month automatic Contract extension. Effective July 1, 2022, all Contract rights and obligations of the parties will be governed by this Interagency Agreement #74-373-13.
12. **Cost Report.** Paragraph 7. (Cost Report and Settlement), of the Payment Provisions is hereby deleted and replaced with a new paragraph to read as follows:
- "7. **Cost Report and Settlement.**
- a. **Due Date and Procedure.** Contractor shall prepare, in the form and manner required by County, a cost report showing allowable costs incurred by Contractor no later than sixty (60) days following the later of the expiration or termination of this Contract (such expiration or termination, the "Termination Date") or receipt of the final InSyst/PSP Report #864 from County. If said cost report shows that the allowable costs that have actually been incurred by Contractor under this Contract exceed the payments made by County, subject nevertheless to the Payment Limit of this Contract, County shall remit any such excess amount to Contractor, provided that the payments made, together with any such excess amount, may not exceed the contract Payment Limit. If said cost report shows that the payments made by County exceed the allowable costs that have actually been incurred by Contractor under this Contract, Contractor shall remit any such excess amount to County.
- b. **Financial Report.** No later than one hundred and eighty (180) days after the termination or expiration of this Contract, Contractor shall provide to County a financial statement that has been reviewed and verified by an independent Certified Public Accountant

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Agency County Dept.

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Number 74-373-13

c. **Penalty for Late Submission of Cost Report or Financial Report.** In the event Contractor fails to submit an accurate and complete cost report or financial report within the appropriate period, as described above, Contractor shall pay to County a late penalty in the amount of One Hundred Dollars (\$100) per day for each calendar day that the cost report is late (the "Late Penalty"). The Late Penalty shall commence on the first day following the determined due date of the Report. If Contractor does not submit an accurate and complete cost report or financial report by the one hundred twentieth (120th) day following the appropriately determined due date of the report, Contractor shall pay to County, upon demand, all amounts covered by the outstanding cost report and paid by County to Contractor in the fiscal year for which the cost report or financial report is outstanding. Penalties pursuant to this subparagraph may, for good cause, be waived, either in part or in their entirety, at the sole discretion of the Health Services Director, or designee."

13. **Audit Requirements.** Paragraph 8. (Audits), of the Payment Provisions is hereby deleted in its entirety, and replaced with a new Paragraph, to read as follows:

"8. **Audits.** The records of Agency may be audited by the County, State, or United States government. Agency shall submit an accurate and complete audit(s) to County within one hundred eighty (180) days following the Termination Date of this Contract, in the form and manner required by County, as set forth herein.

In the event Agency fails to submit such an audit, all payments due to Agency under this, or any other Contracts between Agency and County for its Health Services Department, will be suspended until the required audit(s) has been submitted to County. Upon approval of Agency's audit(s) by the Health Services Director, or designee, County will resume any payments due to Agency under the terms of the Contract(s). Payment suspensions pursuant to this subparagraph may, for good cause be waived, either in part or in their entirety, at the sole discretion of the County Administrator, or designee.

If such audit(s) show that the payments made by County exceed the allowable costs that have actually been incurred by Agency under this Contract, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then Agency shall pay County within thirty (30) days of demand by County any such excess amount. If such audit(s) show that the allowable costs that have actually been incurred by Agency under this Contract exceed the payments made by County, including any adjustments made pursuant to Paragraph 7. (Cost Report and Settlement), then County agrees to pay Agency any such excess amount, provided that payments made, together with any such excess payment, may not exceed the contract Payment Limit."

14. **Automatic Extension.** Notwithstanding any other provision of this Contract, unless this Contract is terminated prior to **June 30, 2023**, by either party pursuant to Paragraph 5. (Termination) of the General Conditions, the term of this Contract shall be automatically extended for the **six-month** period through **December 31, 2023** (the "Extension Period"). During the Extension Period, this Contract is nevertheless subject to all the terms and conditions applicable during its initial term, including but not limited to General Conditions Paragraph 5. (Termination), except as to payment for services rendered during the extended term. The purpose of the Extension Period is to allow for continuation of services as specified in this Contract, to avoid interruption of payment to Agency, and to allow County time in

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

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which to complete a novation or renewal contract for Agency and to obtain County Board of Supervisors approval of such novation or renewal. As to the Extension Period of this Contract:

- a. If this Contract is automatically extended, the Contract Payment Limit specified in Paragraph 4. (Payment Limit) of this Contract, will be increased by **\$98,536** (the “Extension Period Payment Limit”) and County’s total payments to Agency for said extension period will not exceed the Extension Period Payment Limit, subject, nevertheless, to the aforesaid novation or renewal contract.
- b. County will pay Agency in accordance with the Payment Provisions, subject to the Extension Period Payment Limit specified above.
- c. Agency will continue to provide services as set forth in the Service Plan, subject to any amendments thereto.
- d. The Extension Period will be subject to any further agreement (novation) which Agency and County may enter into covering the provision of services during the contract period immediately following the term of this contract and any Extension thereof, in accordance with Contra Costa County’s current revision of the project, if any, specified in Paragraph 8. (Project); and
- e. In addition to the cost report specified in Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, as amended by the Service Plan, Paragraph 12, above, (Cost Report), Agency shall also submit to County, no later than sixty (60) days following termination of this Contract, during or after the Extension Period, an Extension Period cost report covering the period of this six (6)-month extension. County and Agency shall follow the cost report and settlement procedures specified in above-referenced Paragraph 7. (Cost Report and Settlement), of the Payment Provisions, subject to the Extension Period Payment Limit specified above.

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GENERAL CONDITIONS
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1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.



4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

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GENERAL CONDITIONS
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- b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
10. **Choice of Law and Personal Jurisdiction.**
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.


12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.


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16. **Confidentiality.** To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney’s fees and costs. Contractor’s obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.
19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:
- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor’s insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.


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
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GENERAL CONDITIONS
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- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format,


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assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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GENERAL CONDITIONS
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28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.



HIPAA BUSINESS ASSOCIATE ADDENDUM

To the extent, and as long as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, this HIPAA Business Associate Addendum (“Addendum”) supplements and is made a part of the Contract identified as Number 74-373-13 (hereinafter referred to as “Agreement”) by and between a Covered Entity (Contra Costa County for its Health Services Department, hereinafter referred to as “County”) and Business Associate (the Contractor identified in the Agreement, hereinafter referred to as “Associate”).



- A. County wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) under Federal law, defined below.
- B. County and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement as required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively, the “HIPAA regulations”), and other applicable laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule, defined below, require County to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e), and 164.504(e) of the Code of Federal Regulations and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**. As used in this Addendum, the following terms have the following meanings:
 - a. **Breach** has the meaning given to such term under the HITECH Act and HIPAA regulations set forth at 42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402.
 - b. **Breach Notification Rule** means the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
 - c. **Business Associate** (“Associate”) has the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
 - d. **Confidential Medical Information Act** means California Civil Code Sections 56 et seq.
 - e. **Covered Entity** has the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

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

- f. **Data Aggregation** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- g. **Day** means calendar day unless otherwise indicated.
- h. **Designated Record Set** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Electronic Media** means:
 - (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.
- j. **Electronic Protected Health Information (ePHI)** means any Protected Health Information that is stored in or transmitted by electronic media.
- k. **Electronic Health Record** has the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- l. **Health Care Operations** has the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- m. **HIPAA Rules or Final Rule** means the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule set forth at 45 C.F.R. Part 160 and Part 164.
- n. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.
- o. **Protected Health Information** (“PHI”) means any information in any form or medium, including oral, paper, or electronic: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes electronic Protected Health Information.
- p. **Protected Information** means PHI provided by County to Associate or created, maintained, received or transmitted by Associate on behalf of the County in connection with the Agreement.
- q. **Secretary** means the Secretary of the U.S. Department of Health and Human Services.

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- r. **Security Incident** has the meaning given to such term under the Security Rule, including, but not limited to, 45. C.F.R. Section 164.304.
- s. **Security Rule** means the HIPAA regulation that is codified at 45. C.F.R Parts 160 and 164, Subparts A and C.
- t. **Unsecured PHI** has the meaning given to such term under the HITECH Act and any guidance issued pursuant to said Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.



Terms used in this Addendum but not defined have the meanings given to such terms under the HIPAA Rules.

2. **Obligations of Associate.** Associate acknowledges that it is directly required to comply with HIPAA, the HITECH Act, the HIPAA regulations and the Final Rule, and that Associate is directly liable under the HIPAA Rules, and subject to civil and criminal penalties for failure to comply with the Confidential Medical Information Act or for using and disclosing Protected Information when the use and disclosure is not authorized by the Agreement, the Addendum or as required by law. Associate acknowledges that it is directly liable and subject to civil penalties for failing to safeguard ePHI in accordance with the HIPAA Security Rule. Associate further acknowledges that Associate may be liable for the acts or omissions of its agents or subcontractors.
 - a. **Permitted Uses.** Associate shall not use Protected Information except for the purpose of performing Associate's obligations under the Agreement and as permitted or required under the Agreement and this Addendum or as required by law. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if the County used it in the same manner.
 - b. **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by County. However, Associate may disclose Protected Information (i) in a manner permitted pursuant to the Agreement and this Addendum, (ii) for the proper management and administration of Associate, (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of County. To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Associate of any breaches of confidentiality, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information, in accordance with Paragraphs 2.f. and 2.g. of this Addendum, to the extent such third party has obtained knowledge of such occurrences.

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- c. **Prohibited Uses and Disclosures.** Associate shall not use or disclose PHI other than as permitted or required by the Agreement and this Addendum, or as Required by Law. Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out-of-pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of County and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2) and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by County to Associate for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the unpermitted use or disclosure of Protected Information, including but not limited to, the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Information that it creates, receives, maintains, or transmits on behalf of County as required by the Agreement or this Addendum and in accordance with 42 C.F.R. Sections 164.308, 164.310, and 164.312. Associate shall comply with the policies, procedures, and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.
- e. **Business Associate's Agents and Subcontractors.** Associate shall enter into written agreements with any agent or subcontractor, to whom it provides Protected Information received from the County or created, received, maintained or transmitted by Associate on behalf of the County to implement the safeguards required by paragraph 2.d. above with respect to Electronic PHI. Associate shall ensure that its agents and subcontractors agree in writing to the same restrictions, conditions and requirements that apply to Associate with respect to such information. This includes the requirement to immediately notify the Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PI of which it becomes aware. Upon request, Associate shall provide copies of such agreements to the County. Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- f. **Notification of Breach or Suspected Breach.**

Associate will notify County orally and in writing in the manner set forth in paragraph 2.g. within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information; any use or disclosure of Protected Information not permitted by the Agreement or this Addendum; any Security Incident; and any actual or suspected use or disclosure of data in violation of applicable federal or state laws or regulations by Associate or its agents or subcontractors. Associate will take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized uses or disclosures required by applicable federal and state laws and regulations.

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- g. **Breach Notification Process.** (i) Written Notice. Associate shall notify County by writing to the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s written notification shall be securely transmitted to:

Contra Costa County Privacy Officer
 50 Douglas Drive, Suite 310-E
 Martinez, CA 94553
 Or Privacy.Officer@hsd.cccounty.us

- (ii) Oral notice. In addition to the written notice required by 2.g.i., Associate shall notify County by calling the County’s Privacy Officer within twenty-four (24) hours of its discovery of any suspected or actual breach of Protected Information as described by paragraph 2.f. above. Associate’s oral notification shall be made by calling:

Contra Costa County Privacy Officer
 (925) 957-5430



If the notification is made after business hours, on a weekend or a holiday, Associate will call the 24-hour Privacy Hotline at 1-800-659-4611 to submit the report.

Written and oral notifications shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the Associate to have been accessed, acquired, used, or disclosed, as well as any other information the County is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited to, 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408. Associate shall take (i) prompt corrective action to cure any such deficiencies; and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

- h. **Access to Protected Information.** Associate agrees to make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to County for inspection and copying within five (5) days of a request by County to enable County to fulfill its obligations under state law and the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.524. If Associate maintains Protected Information in electronic format, Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act and HIPAA regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

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- i. **Amendment of Protected Health Information.** Within ten (10) days of receipt of a request by County for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate and its agents and subcontractors shall make such Protected Information available to County for amendment or other documentation and incorporate any such amendment to enable County to fulfill its obligations under the Privacy Rule including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from Associate, its agents or subcontractors, Associate must notify County within five (5) calendar days of the request. County, in its sole discretion, will determine whether to approve or deny a request for an amendment of Protected Information maintained by Associate, its agents or subcontractors.
- j. **Availability of Protected Information and Accounting of Disclosures.** Within ten (10) days of a request by County for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(c), as determined by County. As set forth in, and as limited by, 45 CFR Section 164.528, Associate need not provide an accounting to County of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) incident to a use or disclosure otherwise permitted or required by this Subpart as provided in 45 C.F.R. 164.502; (iv) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (v) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (vi) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vii) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); or (viii) as part of a limited data set in accordance with 45 C.F.R. 164.514(e). Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement. At a minimum, the accounting must include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or, in lieu of such statement, a copy of the individual's authorization or a copy of the written request for disclosure pursuant to 45 C.F.R. Section 164.502 (a)(2)(ii) or 45 C.F.R. Section 164.512, if any. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall forward the request, in writing, to County within five (5) days of receipt. Associate shall not prepare, deliver or otherwise respond to the request for accounting without prior County approval.

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- k. **Governmental Access to Records.** Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Information available to County and to the Secretary for purposes of determining Associate's and County's compliance with HIPAA. Associate shall provide County a copy of any Protected Information and other documents and records that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- l. **Minimum Necessary.** Associate and its agents and subcontractors will request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.
- n. **Retention of Protected Information.** Except as provided in Section 3.c. of this Addendum, Associate and its subcontractors and agents must retain all Protected Information throughout the term of the Agreement and must continue to maintain the information required by Section 2.h. of this Addendum for a period of six (6) years after termination or expiration of the Agreement. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for three (3) years prior to the request, and only to the extent that Associate maintains an electronic health record and is subject to this requirement.
- o. **Associate's Insurance.** In addition to any other insurance requirements specified in the Agreement, Associate will, at its sole cost and expense, insure its activities in connection with this Addendum. Associate will obtain, keep in force and maintain insurance or equivalent program(s) of self-insurance with appropriate limits, as determined by County, that will cover losses that may arise from any breach of this Addendum, violation of HIPAA, the HITECH Act, HIPAA regulations or applicable California law. It is expressly understood and agreed that the insurance required herein does not in any way limit the liability of Associate with respect to its activities in connection with this Addendum.
- p. **Breach Pattern or Practice by Associate's Agents or Subcontractors.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e) (1) (ii), if the Associate knows of a pattern of activity or practice of an agent or subcontractor that constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum, the Associate must take reasonable steps to cure the breach or end the violation. Associate shall meet with its agent or subcontractor to discuss and attempt to resolve the matter. Such meeting will be considered one of the reasonable steps to cure the breach or end the violation. If the steps taken are unsuccessful, the Associate must terminate its Agreement with the agent or subcontractor, if feasible. Associate shall provide written notice to County of any pattern of activity or practice of Associate's agents or subcontractors that Associate believes constitutes a material breach or violation of the agent or subcontractor's obligations under the Agreement or Addendum within five (5) days of discovery.

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

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

- q. **Audits, Inspections and Enforcement.** At any time during the term of the Agreement, with or without notice, County and its authorized agents or contractors may inspect Associate's facilities, systems, books, records, agreements and written policies and procedures as may be necessary to determine the extent to which Associate's security safeguards comply with HIPAA, the HITECH Act, HIPAA regulations, and this Addendum. The fact that County has the right to conduct such inspection, that County conducts an inspection or fails to inspect, does not relieve Associate of its responsibility to comply with this Addendum. County's failure to detect, or County's detection but failure to notify Associate of, or to require Associate to remediate unsatisfactory practices, does not constitute acceptance of such practice or a waiver of County's rights under the Agreement or Addendum. Associate shall notify County within five (5) days of discovery that it is, or that any of its agents or subcontractors are, the subject of a non-County audit, compliance review or complaint investigation regarding HIPAA or other health privacy-related matter.

3. **Termination.**

- a. **Material Breach.** A breach by Associate of any material provision of this Addendum, as determined by County, shall constitute a material breach of the Agreement and will be grounds for immediate termination of the Agreement pursuant to the Agreement's General Conditions, paragraph 5 (b), Failure to Perform.
- b. **Reasonable Steps to Cure Breach.** Notwithstanding County's right to terminate the Agreement immediately, if County knows of an activity or practice of Associate that constitutes a material breach or violation of Associate's obligations under the provisions of this Addendum, County may elect to provide Associate an opportunity to cure such breach or end such violation. If Associate's efforts to cure such breach or end such violation are unsuccessful, County will either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, County will report Associate's breach or violation to the Secretary.
- c. **Effect of Termination.** If the Agreement is terminated for any reason, Associate must, at the exclusive option of County, return or destroy all Protected Information that Associate, its agents and subcontractors, still maintain in any form. Associate may not retain any copies of such Protected Information. If County determines that return or destruction is not feasible, Associate may retain the Protected Information but must continue to extend the protections and satisfy its obligations under this Addendum. With regard to the retained Protected Information, Associate will limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. If County directs Associate to destroy the Protected Information, Associate must act in accordance with the Secretary's guidance regarding the proper destruction of PHI and provide the County with written certification that the Protected Information has been destroyed. The obligations of Associate under this paragraph shall survive the Agreement.

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- d. **Indemnification.** In addition to any indemnification requirements of the Agreement, Associate agrees to save, hold harmless and indemnify County for the costs of any mitigation undertaken by Associate. Associate agrees to assume responsibility for any and all costs associated with the County's notification of individuals affected by a breach or unauthorized access, use or disclosure by Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which County is a party. Associate agrees to save, hold harmless, defend at its own expense if County so requests, and indemnify County, including County's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and against all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Associate's acts or omissions hereunder. The obligations of Associate under this provision shall survive the Agreement.
4. **Penalties/Fines.** Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with the obligations imposed by the Addendum, HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. Associate shall pay any penalty or fine assessed against County arising from Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines, which may be assessed under a Federal or State False Claims Act provision.
5. **Disclaimer.** County makes no warranty or representation that compliance by Associate with this Addendum, HIPAA, the HITECH Act, or the HIPAA regulations, will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.
6. **Changes to Privacy Laws.**
- a. **Compliance with Law.** County and Associate acknowledge that state and federal laws relating to electronic data security and privacy are evolving and that this Addendum may require amendment to ensure compliance with such developments. County and Associate agree to take such action(s) as may be necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable state and federal laws relating to the security and confidentiality of PHI.

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

- b. **Amendment to Addendum.** In the event that a change to state or federal law, statute, or regulation materially affects the terms and conditions of this Addendum, the parties agree that County may unilaterally amend the Addendum, if an amendment is required to remain in compliance with state or federal law or regulation.
- c. **Cybersecurity Risk.** In addition to the obligations Associate has in the Agreement and this Addendum, Associate will manage cybersecurity risk by staying current with, and integrating into its security program where appropriate, available federal and state agency guidance regarding cybersecurity of PHI. This includes, but is not limited to, the National Institute of Standards and Technology Cybersecurity Framework, the Cybersecurity Awareness Initiative of the Office for Civil Rights and the Office of the National Coordinator for Health Information Technology.

7. **Miscellaneous Provisions.**

- a. **Assistance in Litigation or Administrative Proceedings.** Associate will make itself, and any subcontractors, employees or agent assisting Associate in the performance of its obligations under the Agreement, available to County, at no cost to County, to testify as witnesses or otherwise, in the event of litigation or administrative proceedings against County, its officers or employees, based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, or any other laws relating to security and privacy and arising out of the Agreement or this Addendum.
- b. **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- c. **Interpretation.** The provisions of this Addendum prevail over any provisions in the Agreement that may conflict, or appear to be inconsistent with, any provision of this Addendum. This Addendum and the Agreement will be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy. The parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies, and is consistent, with HIPAA, the HITECH Act, the HIPAA regulations and other state and federal laws related to security and privacy.
- d. **Survival.** The obligations of Associate pursuant to Sections 2.j. and 3.c. of this Addendum survive the termination or expiration of the Agreement.

Form approved by County Counsel [11/8/2017]

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